

1 Daniel Mark Feinberg (SBN 135983)
2 Feinberg, Jackson, Worthman & Wasow LLP
3 383 4th Street, Suite 201
4 Oakland, CA 94607
5 510/269-7998
6 Fax: 510/269-7994
7 Email: dan@feinbergjackson.com

5 | Attorneys for Plaintiff VIKA BOYKO

6 Rassa L. Ahmadi (SBN 287576)
JACKSON LEWIS P.C.
7 200 Spectrum Center Drive, Suite 500
Irvine, CA 92618
8 Tel: (949) 885-1360
Fax: (949) 885-1380
9 E-mail: Rassa.Ahmadi@jacksonlewis.com

10 Ashley B. Abel (*Pro Hac Vice*)
JACKSON LEWIS P.C.
11 15 South Main Street, Suite 700
Greenville, SC 29601
12 Tel: (864) 232-7000
Fax: (864) 235-1381
13 E-mail: AbelA@jacksonlewis.com

14 Attorneys for Defendants PFIZER INC., and
MEDIVATION, INC. 2015 SEVERANCE PLAN

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO/OAKLAND DIVISION

20 VIKA BOYKO,
21 Plaintiff,
22 v.
23 PFIZER INC., MEDIVATION, INC. 2015
24 SEVERANCE PLAN,
25 Defendants.
26) CASE NO. 3:18-cv-00288-EMC
27)
28) [Related to Case Nos. 3:17-04851-EMC and
) 3:17-cv-05997-EMC]
)
) **STIPULATION AND PROPOSED ORDER**
) **RESOLVING PLAINTIFF'S MOTION TO**
) **DISMISS COUNTERCLAIMS OF**
) **DEFENDANT PFIZER INC.**
)
) Hearing: May 31, 2018
) Time: 1:30 p.m.
) Courtroom: 5, 17th Floor
)
) Complaint Filed: January 12, 2018

1 Pursuant to Northern District of California Local Rule 7-12, Plaintiff Vika Boyko (“Plaintiff”) and
2 Defendants Pfizer Inc. (“Pfizer”) and Medivation, Inc. 2015 Severance Plan (the “Plan”) (collectively, the
3 “Parties”), and pursuant to the Affidavit of Vika Boyko attached as Exhibit 1, present the following
4 stipulations and proposed order for resolution of Plaintiff’s motion to dismiss Pfizer’s counterclaims (ECF
5 No. 33) as well as the counterclaims asserted by Pfizer (ECF No. 29).

6 **A) Stipulations of Plaintiff Vika Boyko**

7 1. On February 26, 2016 I signed the Medivation Confidential Information and Invention
8 Assignment Agreement (the “Confidentiality Agreement”), a copy of which is attached as Exhibit A to
9 my Affidavit attached hereto as Exhibit 1. The terms of the Agreement and my affidavit are incorporated
10 herein by reference.

11 2. Prior to the voluntary termination of my employment on June 15, 2017, I transferred at
12 least 14 files marked either “Confidential” and/or “Privileged and Confidential” to my personal email
13 account (hereafter, the “Transferred Files”). I did so solely to support my administrative claim for
14 “Change in Control Termination” severance benefits under the Medivation, Inc. 2015 Employee
15 Severance Plan.

16 3. I did not return any of the Transferred Files to Pfizer after I voluntarily terminated my
17 employment. All of the documents in the Transferred Files have been produced to Defendants as part of
18 the Administrative Record compiled by Plaintiff and Plaintiff’s Counsel.

19 4. I understand and stipulate that my attorney and I will return or destroy the Transferred Files
20 following final disposition of this action, as required by Paragraph 13 of the Stipulated Protective Order.
21 (ECF No. 24).

22 5. I have knowingly and willingly authorized my counsel of record to execute the Stipulation
23 and Order associated, and I stipulate and consent to the terms thereof.

24 6. I declared in my Affidavit under penalty of perjury, under the laws of the United States of
25 America and the State of California, that

26 a. Defendants’ dismissal, without prejudice, of Pfizer’s Counterclaims in this litigation is in
27 reliance upon my Affidavit and this Stipulation as well as my continued compliance
28 therewith, and

1 b. Inaccuracy in and/or failure to comply by me or my counsel with my affirmations, and/or
2 the Court's Order below issued pursuant to the attached Affidavit, shall be redressable by
3 reinstatement of the Counterclaims, or via the Court's contempt authority or other
4 appropriate judicial powers, including with respect to alleged actions or omissions that
5 violate or are otherwise in conflict with the affirmations, and/or the Court's Order issued
6 pursuant to the attached Affidavits, after the termination of the instant lawsuit.

7 **B) Stipulations of Daniel Feinberg, Plaintiff's Counsel of Record**

8 1. I am informed that on February 26, 2016, Plaintiff signed the Confidentiality Agreement.

9 2. I received certain electronic files from Plaintiff solely for purposes of her claim and appeal
10 for "Change in Control Termination" severance benefits under the Plan.

11 3. Except for documents that have been filed under seal in this action, I have not provided
12 copies of any of the Transferred Files to any person or entity other than Defendants, Defendants' counsel,
13 and persons within the law firm of Feinberg, Jackson, Worthman & Wasow LLP.

14 4. I understand and stipulate that my firm will return or destroy the Transferred Files
15 following final disposition of this action, as required by Paragraph 13 of the Stipulated Protective Order.
16 (ECF No. 24).

17 5. My firm will retain a copy of all documents in the public record docket for this action.

18 6. Plaintiff has expressly represented to me that she understands the terms of the Stipulation
19 and Order and her Affidavit and has knowingly and willingly authorized me to execute said Stipulation
20 and Order as her counsel of record.

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1 C) **Stipulations of Pfizer Inc. and Medivation, Inc. 2015 Severance Plan:**

2 Based upon the above stipulations by Plaintiff and Plaintiff's counsel, and Plaintiff's Affidavit,
3 Defendant Pfizer stipulates to the dismissal, without prejudice, of Pfizer's Counterclaims associated with
4 Defendants' Answer (ECF No. 29).

5
6 **IT IS SO STIPULATED.**

7 Dated: May 10, 2018

8 FEINBERG, JACKSON, WORTHMAN &
9 WASOW LLP

10 By: s/Daniel M. Feinberg
11 Daniel M. Feinberg
12 Attorneys for Plaintiff
13 VIKA BOYKO

14 Dated: May 10, 2018

15 JACKSON LEWIS P.C.

16 By: s/Rassa L. Ahmadi
17 Rassa L. Ahmadi
18 Attorneys for Defendants
19 PFIZER INC. and MEDIVATION, INC. 2015
20 SEVERANCE PLAN

ORDER

The Parties having so stipulated and good cause appearing, it is hereby ORDERED as follows:

1. Defendant Pfizer's Counterclaims asserted with Defendants' Amended Answer (ECF No. 29) are dismissed, without prejudice.

2. Plaintiff's motion to dismiss Defendant Pfizer's Counterclaims (ECF No. 33) is dismissed as moot.

3. It is further ordered that each of the affirmations above, as well as those in Plaintiff's Affidavit, are enforceable as binding stipulations. Failure of Plaintiff or her counsel to comply therewith shall be redressable by reinstatement of Pfizer's Counterclaims, or via the Court's contempt authority or other appropriate judicial powers, including with respect to alleged actions or omissions that violate or are otherwise in conflict with the above stipulations, and/or the Court's Stipulation and Order issued pursuant to Plaintiff's Affidavit, after the termination of the instant lawsuit.

IT IS SO ORDERED.

Dated: 5/14/18

